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DECLARATION  
OF  
PROTECTIVE COVENANTS AND RESERVATIONS  
TO INCLUDE PHASE 1 AND PHASE 2 OF THE LOTS IN  
MAPLEWOOD

AS SHOWN AND DESIGNATED UPON A MAP THEREOF  
IN SHADY SPRING DISTRICT, RALEIGH COUNTY, WEST VIRGINIA

\*\*\*\*\*

NPW DEVELOPMENT  
3713 ROBERT C BYRD DR  
BECKLEY, WV 25801-2962

WHEREAS, NPW Development Corporation, hereinafter referred to as "Declarant," is the owner of a tracts of land containing a total of 9.5204 acres, more or less, and being Phase 1 and Phase 2 of Maplewood, situate in Shady Spring District, Raleigh County, West Virginia; and,

WHEREAS, the said Declarant has laid out and subdivided into lots the aforesaid acreage which is shown and designated upon a map of Maplewood subdivision, prepared by Lawson Engineering & Technical Services August 2007, Michael V. Lawson, P.E. #83099 which map is of record in the Office of the Clerk of the County Commission of Raleigh County, West Virginia, in Map File *Phase I 5030-6567* ~~PHASE II~~ *5030-7958*

WHEREAS, the Declarant desires to and shall sell the lots in Maplewood, hereinafter referred to as the "Subdivision" according to this general plan; and,

WHEREAS, the Declarant heretofore recorded a Declaration of Protective Covenants and Reservations Pertaining to Lots in Maplewood on March 5, 2008 in Deed Book 5030, at Page 6569 hereinafter "the Declaration"; and

WHEREAS, the Declarant states that the Declaration was intended to establish restrictions regarding Phase 1 and Phase 2 of Maplewood Estates involving the 9.5204 acres and that the reference in the Declaration to Phase 1 only was a clerical error; and

WHEREAS, Tim and Pheobe Wise, Diana Dowell, Alan and Teresa Keathley, Russell and Casey Atkins and Dereck Bonnett are owners of lots in Phase 2 of Maplewood and desire to acknowledge that the Declaration does in fact establish restrictions for Phase 2 of Maplewood; and

WHEREAS, it is the purpose of this instrument to amend the Declaration to clarify that the restrictions set forth in the Declaration in the instrument relate to both Phase 1 and Phase 2 of Maplewood.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, That the said Declarant certifies that the lots in the Subdivision, hereinbefore designated and referred to on the aforesaid map of record in the aforesaid Clerk's Office, shall be sold subject to the following, to-wit:

A. PROTECTIVE COVENANTS

(1) All lots conveyed shall be used for residence purposes only, and only one single family residence and such private garage as may be needed with it, shall be constructed thereon, and no residence building shall be constructed on such lot with its main front wall closer than twenty-five (25) feet to the street on which the same faces, nor closer than fifteen (15) feet to the rear lot line, nor closer than ten percent (10%) of the frontage to any side lot line.

(2) Any residence in the subdivision must have at least one thousand (1,000) square feet of heated living area, exclusive of garage, patio, and deck areas.

(3) All plans for any dwelling placed or altered on any lot shall be approved in writing by the Declarant prior to commencement of construction, placement, or alteration. All plans submitted to the Declarant will be completed and specify building materials, exterior finish, colors and landscaping plans.

(4) No lot shall be resubdivided except with written approval of the Declarant.

(5) No commercial or industrial activities shall be carried on upon any lot; it being the intention of the Declarant that the use and occupancy of said property shall be limited to residential dwelling and living purposes, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Without limiting the generality of this provision, no repairs to motor vehicles may be performed other than within an enclosed garage on the lot.

(6) No animals or domestic pets will be allowed on any lot other than those kept indoors, and shall be personally attended and under restraint when out of doors.

(7) No trailer, mobile home, basement, tent, shack, garage or barn shall be erected in the Subdivision for storage and/or residential purposes except that each lot owner may erect a single storage unit for storage of personal items, lawn equipment and similar property which said building may be no larger than four hundred (400) square feet and no taller than fifteen feet (15'). Said building must be constructed upon a permanent foundation shall be sided to match the residence and must be located to the rear of the house constructed upon the lot.

(8) No signs of any nature shall be displayed to the public view (temporary or permanent in nature) without first obtaining a written approval from the Declarant, except that one sign of not more than two (2) square feet showing the owner's name, address, and the name of the premises shall be permitted on a lot.

(9) No stripped down, partially wrecked, or junked motor vehicle or sizeable part thereof, or recreational vehicle, including but not limited to boats, campers, snow mobiles and trailers, shall be permitted unless stored one hundred percent (100%) within the residence where the same are not visible.

(10) No truck larger than one ton shall be parked overnight on any lot in such a manner as to be visible from the main street, except those vehicles necessary during periods of construction, deliveries or

under the real estate in subject subdivision and to lay, construct, and maintain a water system or other utilities therein and thereover, which said sewer line, water system and utilities shall not in any way interfere with any building or buildings situate on the premises.

(20) Every tank for the storage of fuel installed outside any building shall be buried below the surface of the ground. Also, every outdoor receptacle for ashes, trash, rubbish, or garbage shall be installed underground, screened or so placed and kept as not to be visible from the street or road.

(21) As each lot is sold by the Declarant the Purchaser shall become a member of Cameron Estates Property Owners Association, Inc., a corporation organized and existing under the laws of the state of West Virginia, shall pay all dues and assessments as set forth in the charter, bylaws or resolutions of Cameron Estates Property Owners Association, Inc. and shall comply with and abide by any restrictive covenants set forth for the Cameron Estates, Daniels, Shady Spring District, Raleigh County, West Virginia. To the extent that the declarations set forth herein are more restrictive than any declarations application to the Cameron Estates the provisions of this declaration shall take precedence with regard to all lots in Phase I or Phase II of Maplewood.

(22) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such Covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

(23) When a residence is constructed upon said lot, provision will be made for off-street parking for at least two automobiles.

A garage or carport if used as such, shall constitute provision for off-street parking.

(24) Declarant, for each lot owned, hereby covenants, and each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to abide any and all by-laws which said Association may adopt.

(25) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(26) Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

#### B. RESERVATIONS

(27) Declarant hereby reserves easements, in, over, through, and across each lot for the purpose of future development including but not limited to constructing, maintaining, repairing, and replacing lines of utilities and for water drainage, including but not limited to gas, water, electric, telephone, and sanitary sewer and storm sewer, for the common use and benefit of all the owners of lots in the Subdivision as shown on a map hereof and any section thereof, now or hereafter laid out and other adjoining and nearby lands, but such easements shall be located, used and enjoyed in such a manner as not to unreasonably disturb or damage said lots or interfere with the ordinary use and enjoyment thereof.

(28) Declarant reserves the right to use or permit the use of all streets and alleys in the Subdivision now or thereafter laid out, for street purposes and for the location and installation of sewer, water, gas, electric, drainage, and telephone lines; and also reserves the right to make any alterations and amendments of and to the map or maps of the Subdivision now or hereafter laid out, or subsequent revisions thereof,

that it may desire, including changes in the lot layouts and streets and alleys; provided that no change shall be made in lots already sold; that there shall always be free access to lots sold and no lot sold shall thereafter be cut off from any street or alley on which the same abuts.

(29) Declarant reserves the right to form a property owners association as Declarant may deem necessary. Whether or not an independent association is formed or if a homeowners association, hereinafter the "Association", is formed and same is merged with Cameron Estates Property Owners Association, Inc. the provisions of paragraph 22 set forth hereinabove shall be in full force and effect.

C. GENERAL PROVISIONS

(30) Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(31) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

(32) Assignability. The Declarant may assign any and all rights reserved unto him at any time without consent, approval or notice to the Association or any property owner.

(33) Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, or the Owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The

covenants and restrictions of this Declaration may be amended in whole or in part during the first thirty (30) years period by an instrument signed by not less than eighty percent (80%) of the lot owners, and thereafter by an instrument signed by not less than seventy percent (70%) of the lot owners. Any amendment must be properly recorded.

D. INCORPORATION IN DEEDS BY REFERENCE

(34) All of the foregoing matters shall be incorporated by reference hereto in deeds to lots in Maplewood and shall be as binding and effective as though set out verbatim in said deeds, it being understood that each of the foregoing items shall by reference hereto become part and parcel of every such deed.

NPW Development Corporation

By: APJW  
Its: President

Tim Wise  
Tim Wise

Pheobe Wise  
Pheobe Wise

Diane Dowell  
Diane Dowell

Alan Keathley  
Alan Keathley

Teresa Keathley  
Teresa Keathley

Russell Atkins  
Russell Atkins

Casey Atkins  
Casey Atkins

Derek Bonnett  
Derek Bonnett

STATE OF WEST VIRGINIA,

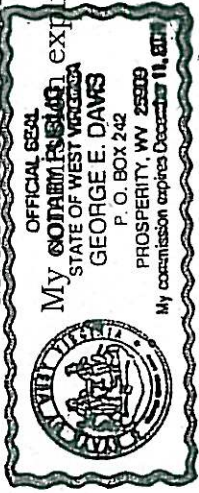
COUNTY OF RALEIGH, TO-WIT:

I, George E. Davis, a Notary Public in and for said county

and state, do hereby certify that N. Paige Ward, who signed the foregoing

writing for NPW Development Corporation, has this day, before me, acknowledged the same to be the act and deed of said corporation.

Given under my hand this the 24 day of February, 2011.



Dec. 11, 2011  
George E. Davis  
Notary Public

STATE OF WEST VIRGINIA,

COUNTY OF RALEIGH, TO-WIT:

I, Sandra Williams a Notary Public in and for said county and state, do hereby certify that Tim Wise who signed the foregoing writing has this day, before me, acknowledged the same to be the act and deed of said corporation.

Given under my hand this the 17th day of March, 2011.

My commission expires:

March 06, 2011



Sandra Williams  
Notary Public

COUNTY OF RALEIGH, TO-WIT:

I, Sandra Williams, a Notary Public in and for said county and state, do hereby certify that Pheobe Wise who signed the foregoing writing has this day, before me, acknowledged the same to be the act and deed of said corporation.

Given under my hand this the 17th day of March, 2011.

My commission expires:

March 06, 2011



Sandra Williams  
Notary Public

COUNTY OF RALEIGH, TO-WIT:

I, Sandra Williams a Notary Public in and for said county and state, do hereby certify that Diana Dowell who signed the foregoing writing has this



day, before me, acknowledged the same to be the act and deed of said corporation.

Given under my hand this the 17th day of March, 2011.

My commission expires: March 06, 2012

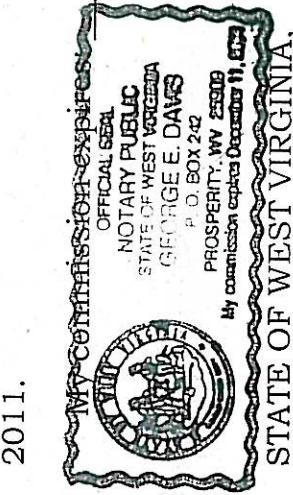


Sandra Williams  
Notary Public

COUNTY OF RALEIGH, TO-WIT:

I, George E. Davis, a Notary Public in and for said county and state, do hereby certify that Alan Keathley who signed the foregoing writing has this day, before me, acknowledged the same to be the act and deed of said corporation.

Given under my hand this the 9 day of December, 2011.

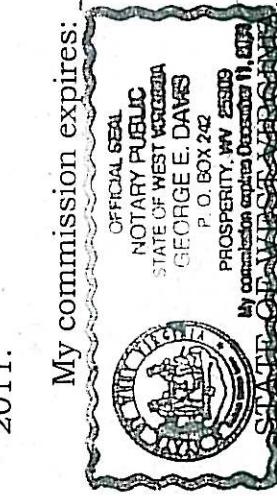


Dec. 11, 2011  
George E. Davis  
Notary Public

COUNTY OF RALEIGH, TO-WIT:

I, George E. Davis, a Notary Public in and for said county and state, do hereby certify that Teresa Keathley who signed the foregoing writing has this day, before me, acknowledged the same to be the act and deed of said corporation.

Given under my hand this the 9 day of December, 2011.



My commission expires: Dec. 11, 2011  
George E. Davis  
Notary Public

COUNTY OF RALEIGH, TO-WIT: Newport News Virginia

I, Debra Holcomb, a Notary Public in and for said county and state, do hereby certify that Russell Atkins who signed the foregoing writing has

this day, before me, acknowledged the same to be the act and deed of said corporation.

Given under my hand this the 3 day of Jan,

2011

My commission expires: 7-31-2013

**DEBRA E. HOLCOMB**  
Notary Public  
Commonwealth of Virginia  
307883

My Commission Expires July 31, 2013

Debra E Holcomb  
Notary Public

STATE OF WEST VIRGINIA, Virginia

COUNTY OF RALEIGH, TO-WIT: Newport News

I, Debra E Holcomb, a Notary Public in and for said county and state, do hereby certify that Casey Atkins who signed the foregoing writing has this day, before me, acknowledged the same to be the act and deed of said corporation.

Given under my hand this the 3 day of Jan,

2011

My commission expires: 7-31-2013

**DEBRA E. HOLCOMB**  
Notary Public  
Commonwealth of Virginia  
307883

My Commission Expires July 31, 2013

Debra E Holcomb  
Notary Public

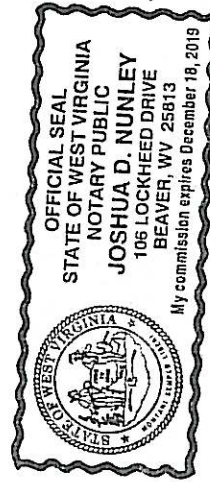
STATE OF WEST VIRGINIA,

COUNTY OF RALEIGH, TO-WIT:

I, Joshua D Nunley, a Notary Public in and for said county and state, do hereby certify that Dereck Bonnett who signed the foregoing writing has this day, before me, acknowledged the same to be the act and deed of said corporation.

Given under my hand this the 19<sup>th</sup> day of December, 2011.

My commission expires: December 18, 2019



Joshua D. Nunley  
Notary Public

This document prepared by:

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